

Exhibit B

DIVIDER

PAGE

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Trans Eff Dt: 12-04-2020
Insured Name: ALUMINUM SHAPES LLC
Policy No: WPH5038375
Trans Seq No: 001
Trans Type: Manual Renewal Issue
Oper Init: CFARR
Company Abbr: IW
Release Version: 20.14

User-Selected Sets	Copies	Printer
INSURED COPY	01	PDF ONLY
COMPANY COPY	01	PDF ONLY
BUREAU COPY	01	PDF ONLY
AUDIT COPY	01	PDF ONLY

ALUMINUM SHAPES LLC
9000 RIVER RD
PENNSAUKEN NJ 08110

12-08-20

INSURED

MICHIGAN POLICY FORMS DISCLAIMER

This policy is exempt from the filing requirements of section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500.2236.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-04-20** Policy No. **WPH 5038375 03**
Insured **ALUMINUM SHAPES LLC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____

**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
INSURANCE POLICY – INFORMATION PAGE**

INSURER:

POLICY NO: WPH 5038375 03

INSURANCE COMPANY OF THE WEST

RENEWAL OF: WPH 5038375 02

NCCI Company No: 19593

Account No:

RISK ID #724344

N.J. Taxpayer Identification No. 461406288000

ITEM 1. NAMED INSURED AND MAILING ADDRESS:

ALUMINUM SHAPES LLC
9000 RIVER RD
PENNSAUKEN NJ 08110

PRODUCER NAME AND ADDRESS:

CONNER STRONG & BUCKELEW CO
P.O. BOX 99106
CAMDEN NJ 08101

PRODUCER NO.: 0003073

LEGAL ENTITY: LIMITED LIABILITY COMPANY

OTHER WORKPLACES NOT SHOWN ABOVE: (See Workers Compensation Classification Schedule)

ITEM 2. POLICY PERIOD: From: 12-04-2020 To: 12-04-2021

Effective 12:01 A.M. Standard Time at the Insured's mailing address.

ITEM 3. COVERAGE:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
MI NJ PA

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of liability under Part Two are:

Bodily Injury by Accident:	\$ 1,000,000	each accident
Bodily Injury by Disease:	\$ 1,000,000	policy limit
Bodily Injury by Disease:	\$ 1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

**AL AK AZ AR CA CO CT DE DC FL GA HI ID IL IN IA KS KY LA ME MD MA
MN MS MO MT NE NV NH NM NY NC OK OR RI SC SD TN TX UT VT VA WV WI**

D. This Policy includes these Endorsements and Schedules:
See Schedule of Forms and Endorsements.

ITEM 4. PREMIUM: The premium for this Policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Workers Compensation Classification Schedule is subject to verification and change by audit.

Total Estimated

Minimum Premium: \$ 950

Annual Premium: \$ 1,176,238

Audit Period: **MONTHLY**

Issued At: **Philadelphia, PA**

Date: 12-08-20

Countersigned by _____

**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
INSURANCE POLICY – INFORMATION PAGE**

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POLICY NO: WPH 5038375 03

INSURANCE COMPANY OF THE WEST

RENEWAL OF: WPH 5038375 02

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ALUMINUM SHAPES LLC
9000 RIVER RD
PENNSAUKEN NJ 08110

PRODUCER NAME AND ADDRESS:

CONNER STRONG & BUCKELEW CO
P.O. BOX 99106
CAMDEN NJ 08101

PRODUCER NO.: 0003073

LEGAL ENTITY: LIMITED LIABILITY COMPANY

OTHER WORKPLACES NOT SHOWN ABOVE: (See Workers Compensation Classification Schedule)

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Bodily Injury by Disease:	\$ 1,000,000	policy limit
Bodily Injury by Disease:	\$ 1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

**AL AK AZ AR CA CO CT DE DC FL GA HI ID IL IN IA KS KY LA ME MD MA
MN MS MO MT NE NV NH NM NY NC OK OR RI SC SD TN TX UT VT VA WV WI**

D. This Policy includes these Endorsements and Schedules:
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ITEM 4. PREMIUM: The premium for this Policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Workers Compensation Classification Schedule is subject to verification and change by audit.

Total Estimated

Minimum Premium: \$ 950

Annual Premium: \$ 1,176,238

Deposit Premium: \$ 117,625

Audit Period: **MONTHLY**

Issued At: **Philadelphia, PA**

Date: 12-08-20

Countersigned by _____

INSURANCE COMPANY OF THE WEST

PO Box 509039

San Diego, CA 92150-9039

**Standard Workers' Compensation
and Employers' Liability Policy**

Named Insured: ALUMINUM SHAPES LLC
Agent Name: CONNER STRONG & BUCKELEW CO

Policy Number: WPH 5038375 03**Policy Period:** 12-04-2020 To 12-04-2021**Agent No:** 0003073**Schedule:** Page 1**NAMED INSURED AND LOCATION SCHEDULE**

001	ALUMINUM SHAPES LLC 9000 RIVER RD PENNSAUKEN NJ 08110	Risk ID 724344 FEIN: 46-1406288 SIC Code: 3498 NJ TIN : 461406288000 PHONE # : (856)662-5500
002	ALUMINUM SHAPES LLC 8600 RIVER RD PENNSAUKEN NJ 08110	Risk ID 724344 FEIN: 46-1406288 SIC Code: 3498 NJ TIN : 461406288000
003	ALUMINUM SHAPES LLC NO PHYSICAL LOCATION ALGONAC MI 48001	FEIN: 46-1406288 SIC Code: 3498
004	ALUMINUM SHAPES LLC NO PHYSICAL LOCATION WAYNE PA 19087	FEIN: 46-1406288 SIC Code: 3498
005	ALUMINUM SHAPES LLC NO PHYSICAL LOCATION LINTON ND 58552	FEIN: 46-1406288 SIC Code: 3498
006	ALUMINUM SHAPES LLC NO PHYSICAL LOCATION AMLIN OH 43002	FEIN: 46-1406288 SIC Code: 3498
007	ALUMINUM SHAPES LLC NO PHYSICAL LOCATION SUNNYSIDE WA 98944	FEIN: 46-1406288 SIC Code: 3498
008	ALUMINUM SHAPES LLC NO PHYSICAL LOCATION CHEYENNE WY 82001	FEIN: 46-1406288 SIC Code: 3498

INSURANCE COMPANY OF THE WEST

PO Box 509039

San Diego, CA 92150-9039

**Standard Workers' Compensation
and Employers' Liability Policy**

Named Insured: ALUMINUM SHAPES LLC

Policy Number: WPH 5038375 03

Agent Name: CONNER STRONG & BUCKELEW CO

Policy Period: 12-04-2020 To 12-04-2021

Agent No: 0003073

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NAMED INSURED AND LOCATION SCHEDULE

INSURANCE COMPANY OF THE WEST

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**Standard Workers' Compensation
and Employers' Liability Policy**

PO Box 509039

San Diego, CA 92150-9039

Named Insured: ALUMINUM SHAPES LLC**Policy Number:** WPH 5038375 03**Agent Name:** CONNER STRONG & BUCKELEW CO**Policy Period:** 12-04-2020 To 12-04-2021**Agent No:** 0003073**Schedule:** Page 1

EXTENSION OF INFORMATION PAGE

CLASSIFICATIONS SCHEDULE

St Loc	Code No.	Classifications	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
MICHIGAN					
0001-01		ALUMINUM SHAPES LLC FEIN # 46-1406288 SIC CODE 3498 NAICS CODE 332996 NO PHYSICAL LOCATION ALGONAC MI 48001			
	8742	SALESPERSONS, COLLECTORS OR MESSENGERS-OUTSIDE	IF ANY	.28	\$ 0.00
		TOTAL CLASS PREMIUM		\$	0.00
	0930	BLANKET WAIVER		\$	0.00
		INCREASED LIMITS OF			
	9812	LIABILITY	1.02	\$	0.00
		TOTAL SUBJECT PREMIUM		\$	0.00
		TOTAL MODIFIED PREMIUM		\$	0.00
		STANDARD TOTAL		\$	0.00
	9741	DTEC	.05	\$	0.00
		TOTAL ESTIMATED PREMIUM		\$	0.00
		TOTAL		\$	0.00

INSURANCE COMPANY OF THE WEST

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**Standard Workers' Compensation
and Employers' Liability Policy**

PO Box 509039

San Diego, CA 92150-9039

Named Insured: ALUMINUM SHAPES LLC**Policy Number:** WPH 5038375 03**Agent Name:** CONNER STRONG & BUCKELEW CO**Policy Period:** 12-04-2020 To 12-04-2021**Agent No:** 0003073**Schedule:** Page 2

EXTENSION OF INFORMATION PAGE

CLASSIFICATIONS SCHEDULE

St Loc	Code No	Classifications	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
NORTH DAKOTA					
0004-01		ALUMINUM SHAPES LLC FEIN # 46-1406288 SIC CODE 3498 NAICS CODE 332996 NO PHYSICAL LOCATION LINTON ND 58552			
	9139	STOP GAP COVERAGE	200	200.00	\$ 200.00
TOTAL CLASS PREMIUM					\$ 200.00
TOTAL MODIFIED PREMIUM					\$ 200.00
STANDARD TOTAL					\$ 200.00
TOTAL ESTIMATED PREMIUM					\$ 200.00
TOTAL					\$ 200.00

**Standard Workers' Compensation
 and Employers' Liability Policy**

Named Insured: ALUMINUM SHAPES LLC
Agent Name: CONNER STRONG & BUCKELEW CO

Policy Number: WPH 5038375 03
Policy Period: 12-04-2020 To 12-04-2021

Agent No: 0003073

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EXTENSION OF INFORMATION PAGE
 CLASSIFICATIONS SCHEDULE

St Loc	Code No.	Classifications	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
NEW JERSEY					
0002-01		ALUMINUM SHAPES LLC FEIN # 46-1406288 SIC CODE 3498 NAICS CODE 332996 NJ TAXPAYER ID# 461406288000 9000 RIVER RD PENNSAUKEN NJ 08110 8600 RIVER RD PENNSAUKEN NJ 08110			
	3022	PIPE OR TUBE MFG NOC & DRIVERS	\$16,966,374	7.84	\$ 1,330,164.00
	8742	SALESPERSONS-OUTSIDE	\$ 124,966	.42	\$ 525.00
	8810	CLERICAL OFFICE EMPLOYEES NOC	\$ 3,628,299	.18	\$ 6,531.00

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Standard Workers' Compensation
and Employers' Liability Policy

PO Box 509039

San Diego, CA 92150-9039

Named Insured: ALUMINUM SHAPES LLC
Agent Name: CONNER STRONG & BUCKELEW CO

Policy Number: WPH 5038375 03

Policy Period: 12-04-2020 To 12-04-2021

Agent No: 0003073

Schedule: Page 4

EXTENSION OF INFORMATION PAGE

CLASSIFICATIONS SCHEDULE

St Loc	Code No	Classifications	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
		TOTAL CLASS PREMIUM			\$ 1,337,220.00
		INCREASED LIMITS OF			
6199		LIABILITY	1.014		\$ 18,721.00
		TOTAL SUBJECT PREMIUM			\$ 1,355,941.00
9898		EXPERIENCE PREMIUM	1.192		\$ 260,341.00
		TOTAL MODIFIED PREMIUM			\$ 1,616,282.00
9887		SCHEDULE MOD	.75		\$ -404,071.00
		STANDARD TOTAL			\$ 1,212,211.00
0063		PREMIUM DISCOUNT	.8914		\$ -131,646.00
9740		TERRORISM	.03		\$ 6,216.00
		CATASTROPHE (OTHER THAN			
		CERTIFIED ACTS OF			
9741		TERRORISM)	.01		\$ 2,072.00
		TOTAL ESTIMATED PREMIUM			\$ 1,088,853.00
		SECOND INJURY FUND			
0935		SURCHARGE	1.0534		\$ 86,309.00
		UNINSURED EMPLOYERS' FUND			
0936		SURCHARGE	1.00		\$ 0.00
		TOTAL			\$ 1,175,162.00

INSURANCE COMPANY OF THE WEST

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**Standard Workers' Compensation
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PO Box 509039

San Diego, CA 92150-9039

Named Insured: ALUMINUM SHAPES LLC**Policy Number:** WPH 5038375 03**Agent Name:** CONNER STRONG & BUCKELEW CO**Policy Period:** 12-04-2020 To 12-04-2021**Agent No:** 0003073**Schedule:** Page 5

EXTENSION OF INFORMATION PAGE

CLASSIFICATIONS SCHEDULE

St Loc	Code No	Classifications	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
OHIO					
0005-01		ALUMINUM SHAPES LLC FEIN # 46-1406288 SIC CODE 3498 NAICS CODE 332996 NO PHYSICAL LOCATION AMLIN OH 43002			
	9139	STOP GAP COVERAGE	200	200.00	\$ 200.00
TOTAL CLASS PREMIUM					\$ 200.00
TOTAL MODIFIED PREMIUM					\$ 200.00
STANDARD TOTAL					\$ 200.00
TOTAL ESTIMATED PREMIUM					\$ 200.00
TOTAL					\$ 200.00

Named Insured: ALUMINUM SHAPES LLC
Agent Name: CONNER STRONG & BUCKELEW CO

Policy Number: WPH 5038375 03
Policy Period: 12-04-2020 To 12-04-2021

Agent No: 0003073

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EXTENSION OF INFORMATION PAGE
CLASSIFICATIONS SCHEDULE

St Loc	Code No	Classifications	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
PENNSYLVANIA					
0003-01		ALUMINUM SHAPES LLC FEIN # 46-1406288 SIC CODE 3498 NAICS CODE 332996 NO PHYSICAL LOCATION WAYNE PA 19087			
951		SALESPERSON - OUTSIDE	IF ANY	.26	\$ 0.00
		TOTAL CLASS PREMIUM			\$ 0.00
0930		BLANKET WAIVER			\$ 1.00
		INCREASED LIMITS OF			
9812		LIABILITY 1.014			\$ 0.00
		TOTAL SUBJECT PREMIUM			\$ 1.00
		TOTAL MODIFIED PREMIUM			\$ 1.00
		STANDARD TOTAL			\$ 1.00
0900		EXPENSE CONSTANT			\$ 270.00
		CATASTROPHE (OTHER THAN			
		CERTIFIED ACTS OF			
9741		TERRORISM) .02			\$ 0.00
		TOTAL ESTIMATED PREMIUM			\$ 271.00
		EMPLOYER ASSESSMENT			
0938		(NON-COAL) 1.0202			\$ 5.00
		EMPLOYER ASSESSMENT			
0938		(COAL) 1.0202			\$ 0.00
		TOTAL			\$ 276.00

INSURANCE COMPANY OF THE WEST

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**Standard Workers' Compensation
and Employers' Liability Policy**

PO Box 509039

San Diego, CA 92150-9039

Named Insured: ALUMINUM SHAPES LLC**Policy Number:** WPH 5038375 03**Agent Name:** CONNER STRONG & BUCKELEW CO**Policy Period:** 12-04-2020 To 12-04-2021**Agent No:** 0003073**Schedule:** Page 7

EXTENSION OF INFORMATION PAGE

CLASSIFICATIONS SCHEDULE

St Loc	Code No.	Classifications	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
WASHINGTON					
0006-01		ALUMINUM SHAPES LLC FEIN # 46-1406288 SIC CODE 3498 NAICS CODE 332996 NO PHYSICAL LOCATION SUNNYSIDE WA 98944			
	9139	STOP GAP COVERAGE	200	200.00	\$ 200.00
TOTAL CLASS PREMIUM					\$ 200.00
TOTAL MODIFIED PREMIUM					\$ 200.00
STANDARD TOTAL					\$ 200.00
TOTAL ESTIMATED PREMIUM					\$ 200.00
TOTAL					\$ 200.00

INSURANCE COMPANY OF THE WEST

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**Standard Workers' Compensation
and Employers' Liability Policy**

PO Box 509039

San Diego, CA 92150-9039

Named Insured: ALUMINUM SHAPES LLC**Policy Number:** WPH 5038375 03**Agent Name:** CONNER STRONG & BUCKELEW CO**Policy Period:** 12-04-2020 To 12-04-2021**Agent No:** 0003073**Schedule:** Page 8

EXTENSION OF INFORMATION PAGE

CLASSIFICATIONS SCHEDULE

St Loc	Code No	Classifications	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
WYOMING 0007-01		ALUMINUM SHAPES LLC FEIN # 46-1406288 SIC CODE 3498 NAICS CODE 332996 NO PHYSICAL LOCATION CHEYENNE WY 82001			
	9139	STOP GAP COVERAGE	200	200.00	\$ 200.00
TOTAL CLASS PREMIUM					\$ 200.00
TOTAL MODIFIED PREMIUM					\$ 200.00
STANDARD TOTAL					\$ 200.00
TOTAL ESTIMATED PREMIUM					\$ 200.00
TOTAL					\$ 200.00
POLICY TOTAL ESTIMATED COST					\$ 1,176,238.00

INSURANCE COMPANY OF THE WEST

PO Box 509039
San Diego, CA 92150-9039

**Standard Workers' Compensation
and Employers' Liability Policy**

Named Insured: ALUMINUM SHAPES LLC
Agent Name: CONNER STRONG & BUCKELEW CO

Policy Number: WPH 5038375 03
Policy Period: 12-04-2020 To 12-04-2021

Agent No: 0003073

Schedule: Page 1

ENDORSEMENT SCHEDULE

Number	Description
WORKERS COMPENSATION FORMS AND ENDORSEMENTS	
WC 99 06 77	05-16 MI POLICY FORM DISCLAIMER COVER PAGE
WC000001A	09-06 WC INFORMATION PAGE
WC000001A	09-06 WC INFORMATION PAGE NJ
LOCATIONS	06-16 NAME AND LOCATION SCHEDULE
WCSCHD	06-16 EXTENSION OF INFORMATION PAGE CLASS SCHD
WC 00 00 00 C	01-15 INSURANCE POLICY
WC 99 06 59	02-20 SIGNATURE PAGE
WC 00 04 21 D	01-15 CATASTROPHE (OTHER THAN CERT ACTS) ENDT
WC 99 06 41	11-05 JOINT AND SEVERAL LIABILITY ENDT
WC 29 03 06 B	07-07 NJ PART TWO EMPLOYERS LIABILITY ENDT
WC 34 03 01 C	03-10 OH EMPLOYERS LIABILITY COVERAGE ENDT
WC 37 04 01	01-17 PA AUDIT NONCOMPLIANCE CHARGE ENDT
WC 37 06 02	04-84 PA NOTICE
WC 37 06 03 A	08-95 PA ACT 86-1986 ENDT
WC 37 06 04	10-99 PA EMPLOYER ASSESSMENT ENDT
WC 00 01 15	01-20 NOTIF ENDT OF PEND LAW CHG TRIPRA 2015
WC 00 03 03 C	10-04 EMPLOYERS LIABILITY COVERAGE ENDT
WC 00 03 13	04-84 WAIVER OF OUR RIGHT TO RECOVER
WC 00 04 06 A	07-95 PREMIUM DISCOUNT ENDT
WC 00 04 14	07-90 NOTIFICATION OF CHANGE IN OWNERSHIP ENDT
WC 00 04 14 A	01-19 90DAY REPORT-NOTIF CHANGE IN OWNERSHIP
WC 00 04 19	01-01 PREMIUM DUE DATE ENDORSEMENT
WC 00 04 22 B	01-15 TERRORISM RISK PGM REAUTH ACT DISCL ENDT
WC 00 04 24	01-17 AUDIT NONCOMPLIANCE CHARGE ENDT
WC 00 04 25	05-17 EXPERIENCE RATING MODIFICATION FCTR REV
WC 21 03 03A	06-97 MICHIGAN NOTICE TO POLICYHOLDER ENDT
WC 21 04 02 B	01-15 MI TERRORISM RISK INS PROGRAM REAUTH ACT
WC 99 06 27	10-98 WAIVER OF RIGHT TO RECOVER FROM OTHER
WC 21 03 04	04-84 MICHIGAN LAW ENDORSEMENT

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 00 C**

(Ed. 1-15)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION**A. The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE****A. How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other

WC 00 00 00 C

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-15)

insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.

5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO**EMPLOYERS LIABILITY INSURANCE****A. How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 00 C**

(Ed. 1-15)

such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq.

and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

WC 00 00 00 C

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-15)

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease—policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease—each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE**OTHER STATES INSURANCE****A. How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR**YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 00 00 C**

(Ed. 1-15)

papers related to the injury, claim, proceeding or suit.

4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

**PART SIX
CONDITIONS****A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 59

(Ed. 2-20)

SIGNATURE PAGE

IN WITNESS WHEREOF, Insurance Company Of The West has caused this policy to be signed by its Officer(s).



PRESIDENT



SECRETARY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12-04-20

Policy No. WPH 5038375 03

Endorsement No.

Insured ALUMINUM SHAPES LLC

Premium INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By _____

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule			
State	Rate	Premium	
NJ	.01	\$	2,072
PA	.02	\$	0

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12/04/2020** Policy No. **WPH 5038375 03**

Endorsement No.

Insured **ALUMINUM SHAPES LLC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

(Ed. 11-05)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

JOINT AND SEVERAL LIABILITY ENDORSEMENT

In Part Five — Premium, the following is added as the final sentence in Section D. (Premium Payments) and the final sentence of the first paragraph of section E. (Final Premium):

If More than one employer is named in Item 1 of the Information Page, each employer is jointly and severally liable for payment of premium or final premium due. If the employer named in Item 1 is a partnership, all partners are jointly and severally liable for payment of premium or final premium due.

All other terms and conditions of the policy not in conflict with this endorsement remain in full force and effect.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12/04/2020** Policy No. **WPH 5038375 03**

Endorsement No.

Insured **ALUMINUM SHAPES LLC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

NEW JERSEY PART TWO EMPLOYERS LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by Part Two (Employers Liability Insurance) because New Jersey is shown in Item 3.A. of the Information Page.

With respect to Exclusion C5, this insurance does not cover any and all intentional wrongs within the exception allowed by N.J.S.A. 34:15-8 including but not limited to, bodily injury caused or aggravated by an intentional wrong committed by you or your employees, or bodily injury resulting from an act or omission by you or your employees, which is substantially certain to result in injury.

With respect to Exclusion C7, we will defend any claim, proceeding or suit for damages where bodily injury is alleged. We have the right to investigate and settle. We will not defend or continue to defend after the applicable limits of the insurance have been paid. Such policy limits include any legal costs assessed against you on behalf of your employee(s).

We may not limit our liability to pay damages for which we become legally liable to pay because of bodily injury to an infant under the age of 18 years in a proceeding made pursuant to Article 2 as provided in N.J.S.A. 34:15-10.

This insurance does not provide for the payment of any common law negligence damages or other damages when the provisions of Article 2 of the New Jersey Workers Compensation Law have been rejected by you and your employee(s) as provided in N.J.S.A. 34:15-9.

With respect to paragraph F., the "Other Insurance" provision is replaced with the following:

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

This insurance, however, is excess over any other applicable insurance with respect to claims for bodily injury arising out of employer practices, policies, acts or omissions enumerated in C-7 above, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12/04/2020** Policy No. **WPH 5038375 03**

Endorsement No.

Insured **ALUMINUM SHAPES LLC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

OHIO EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in Ohio.

- A. Part One (Workers Compensation Insurance) does not apply to work in Ohio.
- B. Part Two (Employers Liability Insurance) applies to work in Ohio as though it were shown in Item 3.A. of the Information Page.
- C. Part Two (Employers Liability Insurance), C. **Exclusions** is changed by adding these exclusions.

C. **Exclusions**

This insurance does not cover:

- 5. bodily injury intentionally caused or aggravated by you, or bodily injury resulting from an act which is determined to have been committed by you with the belief that an injury is substantially certain to occur;
- 13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of Ohio or otherwise fail to comply with that law.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-04-20** Policy No. **WPH 5038375 03**
Insured **ALUMINUM SHAPES LLC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____

PENNSYLVANIA AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five – Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge (ANC).

The charge is determined by applying the ANC Multiplier to the ANC Basis shown in the table below:

ANC Basis	ANC Multiplier
Estimated Annual Premium	Two times

If you allow us to examine and audit all of your records after we have applied an ANC, we will remove the ANC and revise your premium in accordance with our manuals and Part 5 – Premium, E. (Final Premium) of this policy.

The application of the ANC is subject to the following conditions:

- a) Carriers must comply with all applicable state laws and/or regulations related to audits of workers compensation insurance policies.
- b) The Audit Noncompliance Charge Endorsement is optional. When used, the Audit Noncompliance Charge Endorsement and/or applicable state-specific endorsement must be attached to the policy at inception of the policy term being audited.
- c) The carrier must make two attempts to obtain the audit information and/or complete the audit. At each attempt, the carrier must notify the employer regarding the specific required records and the amount of the ANC to be applied if the employer continues to refuse to comply with the audit.
- d) The carrier must adequately document the audit file regarding the above attempts to obtain the required audit information.

This ANC rule applies to mail/email, telephone, computer (remote access), and physical audits, unless otherwise provided by state law.

WC 37 04 01

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-17)

The scenarios listed below may occur and are treated as follows:

If an ANC is applied and the employer...	Then the carrier...
Pays the ANC and later allows the audit	<ul style="list-style-type: none"> • Performs the final audit and determines the final policy premium based on the results of the audit; and • Refunds the ANC to the employer, or applies the ANC amount to any outstanding balance on the policy <p>Submits a unit statistical correction report to remove the ANC from the previously reported Unit Statistical data.</p>
Does not pay the ANC but later allows the audit	Performs the final audit and determines the final policy premium based on the results of the audit
<p>Pays the ANC but does not later allow the audit</p> <p>Does not pay the ANC and does not later allow the audit.</p>	<p>Does not change the previously reported:</p> <ul style="list-style-type: none"> • Unit Statistical data • Noncompliance transactions

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-04-20**Policy No. **WPH 5038375 03**

Endorsement No.

Insured **ALUMINUM SHAPES LLC**Premium \$ **INCL.**Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. surveys;
2. consultation or advice; or
3. inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. if the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. to consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. if any acts of omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual, malice, or gross negligence.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12/04/2020** Policy No. **WPH 5038375 03**

Endorsement No.

Insured **ALUMINUM SHAPES LLC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

WC 37 06 02

(Ed. 4-84)

PENNSYLVANIA ACT 86-1986 ENDORSEMENT

NONRENEWAL, NOTICE OF INCREASE OF PREMIUM, AND RETURN OF UNEARNED PREMIUM

This endorsement applies only to the insurance provided by the policy because Pennsylvania is shown in Item 3.A. of the Information Page.

The policy conditions are amended by adding the following regarding nonrenewal, notice of increase in premium, and return of unearned premium.

Nonrenewal

1. We may elect not to renew the policy. We will mail to each named insured, by first class mail, not less than 60 days advance notice stating when the nonrenewal will take effect. Mailing that notice to you at your mailing address last known to us will be sufficient to prove notice.
2. Our notice of nonrenewal will state our specific reasons for not renewing.
3. If we have indicated our willingness to renew, we will not send you a notice of nonrenewal. However, the policy will still terminate on its expiration date if:
 - a. you notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
 - b. you fail to pay all premiums when due; or
 - c. you obtain other insurance as a replacement of the policy.

Notice of Increase in Premium

1. We will provide you with not less than 30 days advance notice of an increase in renewal premium of this policy, if it is our intent to offer such renewal.
2. The above notification requirement will be satisfied if we have issued a renewal policy more than 30 days prior to its effective date.
3. If a policy has been written or is to be written on a retrospective rating plan basis, the notice of increase in premium provision of this endorsement does not apply.

Return of Unearned Premium

1. If this policy is canceled and there is unearned premium due you:
 - a. If the Company cancels, the unearned premium will be returned to you within 10 business days after the effective date of cancellation.
 - b. If you cancel, the unearned premium will be returned within 30 days after the effective date of cancellation.
2. Because this policy was written on the basis of an estimated premium and is subject to a premium audit, the unearned premium specified in 1.a. and 1.b. above, if any, shall be returned on an estimated basis. Upon our completion of computation of the exact premium, an additional return premium or charge will be made to you within 15 days of the final computation.
3. These return of unearned premium provisions shall not apply if this policy is written on a retrospective rating plan basis.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12/04/2020** Policy No. **WPH 5038375 03**

Endorsement No.

Insured **ALUMINUM SHAPES LLC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

WC 37 06 03 A

(Ed. 8-95)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 37 06 04**

(Ed. 10-99)

PENNSYLVANIA EMPLOYER ASSESSMENT ENDORSEMENT

Act 57 of 1997 requires that "... the assessments for the maintenance of the Subsequent Injury Fund, the Workmen's Compensation supersedes Fund and the Workmen's Compensation Administration Fund under sections 306.2, 443 and 446 of the act of June 2, 1915 (P.L. 736, No. 338), known as the "Workers' Compensation Act, shall be imposed, collected and remitted through insurers in accordance with regulations promulgated by the Department of Labor and Industry."

EMPLOYER ASSESSMENT FORMULA:

Employer	=	Act of 1997 Employer	X	Employer Assessment
Assessment		Assessment Factor		Premium Base

Act 57 of 1997 Employer Assessment Factor

A factor expressed to four decimal places proposed by the Pennsylvania Compensation Rating Bureau and approved by the Pennsylvania Insurance Commissioner.

Employer Assessment Premium Base

Calculation of Employer Assessment Premium Base proceeds by adding back to the total policy premium the amount of any Small Deductible Premium Credit or Large Deductible Premium Credit.

CODE 0938**EMPLOYER ASSESSMENT FACTOR****EMPLOYER ASSESSMENT****.0202 (NON-COAL)****\$ 5**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12/04/2020** Policy No. **WPH 5038375 03**

Endorsement No.

Insured **ALUMINUM SHAPES LLC**Premium \$ **INCL.**Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

WC 37 06 04
(Ed. 10-99)

INSURED

**NOTIFICATION ENDORSEMENT OF PENDING LAW CHANGE TO TERRORISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT OF 2015**

This endorsement is being attached to your workers compensation and employers liability insurance policy. This endorsement does not replace the separate Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) that is attached to your current policy and which remains in effect as applicable.

The Terrorism Risk Insurance Act of 2002 (TRIA), as previously amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA 2015), provides for a program under which the federal government will share in the payment of insured losses caused by certain acts of terrorism. In the absence of affirmative US Congressional action to extend, update, or otherwise reauthorize TRIPRA 2015, in whole or in part, TRIPRA 2015 is scheduled to expire on December 31, 2020.

Since the timetable for any further Congressional action regarding TRIPRA 2015 is presently unknown, and exposure to acts of terrorism remains, we are providing policyholders with relevant information concerning their workers compensation policies in the event of the TRIPRA 2015's expiration.

Your policy provides coverage for workers compensation losses caused by acts of terrorism, including workers compensation benefit obligations dictated by state law, except in Pennsylvania, where injuries or deaths resulting from certain war-related activities are excluded from workers compensation coverage. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy.

The premium charge for the coverage that your policy provides for terrorism losses is shown in Item 4 of the policy Information Page or the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 B) Schedule that is attached to your policy. This amount may continue or change for new, renewal, and in-force policies in effect on or after December 31, 2020, in the event of TRIPRA 2015's expiration, subject to regulatory review in accordance with applicable state law.

You need not do anything further at this time.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-04-20** Policy No. **WPH 5038375 03**
Insured **ALUMINUM SHAPES LLC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 03 C

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in the states shown in the Schedule.

- A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.
- B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.
- C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover

- 13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

Schedule

States

ND WA WY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12/04/2020** Policy No. **WPH 5038375 03**

Endorsement No.

Insured **ALUMINUM SHAPES LLC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**PREMIUM FOR THIS BLANKET WAIVER OF SUBROGATION ENDORSEMENT
APPLIES TO ALL OPERATIONS OF THE INSURED AND WILL BE CHARGED
AT 2% OF THE TOTAL MANUAL PREMIUM DEVELOPED FOR THE STATE OF
MICHIGAN. NO MINIMUM CHARGE APPLIES.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-04-20** Policy No. **WPH 5038375 03**
Insured **ALUMINUM SHAPES LLC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 00 04 06 A**

(Ed. 7-95)

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

SCHEDULE**ESTIMATED ELIGIBLE PREMIUM \$ 1,213,012**

	FIRST \$10,000	NEXT \$190,000	NEXT \$1,550,000	BALANCE
1. STATE				
MI	0	.091	.113	.123
NJ	0	.091	.113	.123

2. **AVERAGE PERCENTAGE DISCOUNT:** 10.86 %

3. **OTHER POLICIES:**

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12/04/2020** Policy No. **WPH 5038375 03**

Endorsement No.

Insured **ALUMINUM SHAPES LLC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

WC 00 04 06 A

(Ed. 7-95)

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12/04/2020** Policy No. **WPH 5038375 03**

Endorsement No.

Insured **ALUMINUM SHAPES LLC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

90-DAY REPORTING REQUIREMENT—NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-04-20** Policy No. **WPH 5038375 03**
Insured **ALUMINUM SHAPES LLC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE
PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12/04/2020** Policy No. **WPH 5038375 03**

Endorsement No.

Insured **ALUMINUM SHAPES LLC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums, during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.

(Ed. 1-15)

- e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
- f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

State	Schedule Rate	Premium
NJ	.03	\$ 6,216

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/04/2020 Policy No. WPH 5038375 03

Endorsement No.

Insured ALUMINUM SHAPES LLC

Premium \$ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By _____

WC 00 04 22 B
(Ed. 1-15)

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INSURED

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five—Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5—Premium, E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
MI	Estimated Annual Premium	Up to two times
NJ	Estimated Annual Premium	Up to two times

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-04-20** Policy No. **WPH 5038375 03**
Insured **ALUMINUM SHAPES LLC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____

EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

This endorsement is added to Part Five—Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different from the factor shown, when it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-04-20** Policy No. **WPH 5038375 03**
Insured **ALUMINUM SHAPES LLC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By _____

MICHIGAN NOTICE TO POLICYHOLDER ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Michigan is shown in Item 3.A. of the Information Page.

1. Rates and Premium

The policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact us or your agent.

You may obtain pertinent rating information by submitting a written request to us at our address shown on this endorsement. We may require you to pay a reasonable charge for furnishing the information.

You may also submit a written request for a review of the method by which your rates and premiums were determined. If you are not satisfied with the results of the review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

2. Payroll Audits

You may request a payroll audit once each calendar year. Your request must be in writing, sent to our address shown in this endorsement. You must state that you believe your payroll expenditures have changed by 20% or more, and you must state the reasons for that belief. We will complete the audit within 120 days of receipt of your request if you provide us with all information we need to perform the audit.

3. Reserves or Redemption

You may request reserve and redemption information that relates to the premium for this policy. Your request must be in writing sent to our address shown in this endorsement. We will provide you with that information within thirty (30) days of receipt of your request.

If you believe that the policy premiums are excessive because we set unreasonable reserves or because of the unreasonable redemption of a claim, you may request a meeting with our management representative. Your request must be in writing sent to our address shown in this endorsement. If you are not satisfied with the results of the meeting, you may appeal to the Insurance Commissioner at the address shown in this endorsement.

Addresses

Commissioner of Insurance
Michigan Insurance Bureau
P.O. Box 30220
Lansing, MI 48909

Company Address
11455 EL Camino Real
San Diego, CA. 92130

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12/04/2020** Policy No. **WPH 5038375 03**

Endorsement No.

Insured **ALUMINUM SHAPES LLC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

MICHIGAN TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2015.

"Act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a) The act is an act of terrorism.
- b) The act is violent or dangerous to human life, property or infrastructure.
- c) The act resulted in damage within the United States, or outside the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d) The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means for the period beginning on January 1, 2015, and ending on December 31, 2020, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year, and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

WC 21 04 02 B

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

(Ed. 1-15)

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceed:
 - a. \$100,000,000, with respect to such Insured Losses occurring in calendar year 2015, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
 - b. \$120,000,000, with respect to such Insured Losses occurring in calendar year 2016, the United States Government would pay 84% of our Insured Losses that exceed our Insurer Deductible.
 - c. \$140,000,000, with respect to such Insured Losses occurring in calendar year 2017, the United States Government would pay 83% of our Insured Losses that exceed our Insurer Deductible.
 - d. \$160,000,000, with respect to such Insured Losses occurring in calendar year 2018, the United States Government would pay 82% of our Insured Losses that exceed our Insurer Deductible.
 - e. \$180,000,000, with respect to such Insured Losses occurring in calendar year 2019, the United States Government would pay 81% of our Insured Losses that exceed our Insurer Deductible.
 - f. \$200,000,000, with respect to such Insured Losses occurring in calendar year 2020, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

Schedule**State****Rate per \$100 of Remuneration**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
 (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-04-20**Policy No. **WPH 5038375 03**

Endorsement No.

Insured **ALUMINUM SHAPES LLC**Premium \$ **INCL.**Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

WC 21 04 02 B

(Ed. 1-15)

(Ed. 10-98)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of Person or Organization

☒ Blanket Waiver

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

2. Operations: ALL PENNSYLVANIA OPERATIONS

3. Premium

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium

5. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/04/2020 Policy No. WPH 5038375 03

Endorsement No.

Insured ALUMINUM SHAPES LLC

Premium \$ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By _____

MICHIGAN LAW ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Michigan is shown in Item 3.A. of the Information Page.

Michigan law requires that we attach this paragraph to your policy in the language specified by the statute. To help you understand the paragraph, the following definitions are added:

1. We are "the insurer issuing this policy"
2. You are "the insured employer"
3. "Michigan workmen's compensation act" means the Workers' Disability Compensation Act of 1969"
4. "Workmen's compensation" means workers compensation"
5. "The bureau of workmen's compensation" means the Bureau of Workers' Disability Compensation"

"Notwithstanding any language elsewhere contained in this contract or policy of insurance, the accident fund or the insurer issuing this policy hereby contracts and agrees with the insured employer:

Compensation

- a. That it will pay to the persons that may become entitled thereto all workmen's compensation for which the insured employer may become liable under the provisions of the Michigan workmen's compensation act for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

Medical Services

- b. That it will furnish or cause to be furnished to all employees of the employer all reasonable medical, surgical, and hospital services and medicines when they are needed, which the employer may be obligated to furnish or cause to be furnished to his employees under the provisions of the Michigan workmen's compensation act, and that it will pay to the persons entitled thereto for all such services and medicines when they are needed for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

Rehabilitation Services

- c. That it will furnish or cause to be furnished such rehabilitation services for which the insured employer may become liable to furnish or cause to be furnished under the provisions of the Michigan workmen's compensation act for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

Funeral Expenses

- d. That it will pay or cause to be paid the reasonable expense of the last sickness and burial of all employees whose deaths are caused by compensable injuries or compensable occupational diseases happening during the life of this contract or policy and arising out of and in the course of their employment with the employer, which the employer may be obligated to pay under the provisions of the Michigan workmen's compensation act;

(Ed. 4-84)

Scope of Contract

- e. That this insurance contract or policy shall for all purposes be held and deemed to cover all the businesses the said employer is engaged in at the time of the issuance of this contract or policy and all other businesses, if any, the employer may engage in during the life thereof, and all employees the employer may employ in any of his businesses during the period covered by this policy;

Obligations Assumed

- f. That it hereby assumes all obligations imposed upon the employer by his acceptance of the Michigan workmen's compensation act, as far as the payment of compensation, death benefits, medical, surgical, hospital care or medicine and rehabilitation services is concerned;

Termination Notice

- g. That it will file with the bureau of workmen's compensation at Lansing, Michigan, at least 20 days before the taking effect of any termination or cancelation of this contract or policy, a notice giving the date at which it is proposed to terminate or cancel this contract or policy; and that any termination of this policy shall not be effective as far as the employees of the insured employer are concerned until 20 days after notice of proposed termination or cancelation is received by the bureau of workmen's compensation;

Conflicting Provisions

- h. That all the provisions of this contract, if any, which are not in harmony with this paragraph are to be construed as modified hereby, and all conditions and limitations in the policy, if any, conflicting herewith are hereby made null and void."

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12/04/2020** Policy No. **WPH 5038375 03**

Endorsement No.

Insured **ALUMINUM SHAPES LLC**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____